



STATE OF MONTANA INVITATION FOR BID (THIS IS NOT AN ORDER)

IFB Number: <u>070067</u>	IFB Title: <u>Fish Distribution Tank</u>
IFB Due Date and Time: <u>November 15, 2006</u> <u>2:00 p.m., Local Time</u>	Number of Pages: <u>9</u>

ISSUING AGENCY INFORMATION

Procurement Officer: <u>Sally Byrd, 406-495-3249</u>	Issue Date: <u>October 19, 2006</u>
<u>Fish Wildlife and Parks</u> <u>P O Box 200701</u> <u>Helena MT 59620</u>	Phone: (406) <u>495-3249</u> Fax: (406) <u>495-3253</u> TTY Users, Dial 711 Website: http://www.fwp.mt.gov

INSTRUCTIONS TO OFFERORS

COMPLETE THE INFORMATION BELOW AND RETURN THIS PAGE WITH YOUR BID AND ANY REQUIRED DOCUMENTS TO THE ADDRESS LISTED ABOVE UNDER "ISSUING AGENCY INFORMATION."	Mark Face of Envelope/Package: IFB Number: <u>070067</u> IFB Due Date: <u>November 15, 2006</u>
	Special Instructions: Successful offeror will be required to install tank and accessories on existing FWP vehicle.
Alternate Bids: Vendors may submit alternate bids (a bid on supplies other than specified). Alternate bids are considered only if the vendor is the lowest responsible vendor on their primary bid. Bids must be clearly identified as "Primary" and "Alternate."	

OFFERORS MUST COMPLETE THE FOLLOWING

Payment Terms: Net 30 days	Delivery Date:
Offeror Name/Address:	Authorized Offeror Signatory: (Please print name and sign in ink)
Offeror Phone Number:	Offeror FAX Number:
Offeror E-mail Address:	

IMPORTANT: SEE STANDARD TERMS AND CONDITIONS

Standard Terms and Conditions

By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES: The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance (Mont. Code Ann. § 18-1-118). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the State's solicitation document and a vendor's response, the language contained in the State's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Mont. Code Ann. § 18-4-141.)

AUTHORITY: The following bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

COMPLIANCE WITH LAWS: The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the State Procurement Bureau. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

DEBARMENT: The contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.

DISABILITY ACCOMMODATIONS: The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals, who need aids, alternative document formats, or services for effective communications or other disability-related accommodations in the programs and services offered, are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

FACSIMILE RESPONSES: Facsimile responses will be accepted for invitations for bids, small purchases or limited solicitations ONLY if they are completely received by the State Procurement Bureau prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

FAILURE TO HONOR BID/PROPOSAL: If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or, fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

FORCE MAJEURE: Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party is using its best efforts to remedy such failure or delays.

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

LATE BIDS AND PROPOSALS: Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to assure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

PAYMENT TERM: All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors will be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

RECIPROCAL PREFERENCE: The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://www.mt.gov/doa/gsd/procurement/reciprocalpreference.asp>.

REFERENCE TO CONTRACT: The contract or purchase order number MUST appear on all invoices, packing lists, packages and correspondence pertaining to the contract.

REGISTRATION WITH THE SECRETARY OF STATE: Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain

registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://www.sos.state.mt.us>.

SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

SHIPPING: Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

SOLICITATION DOCUMENT EXAMINATION: Vendors shall promptly notify the State of any ambiguity, inconsistency, or error, which they may discover upon examination of a solicitation document.

TAX EXEMPTION: The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED: Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Mont. Code Ann. § 18-5-603.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

TERMINATION OF CONTRACT: Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

UNAVAILABILITY OF FUNDING: The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Mont. Code Ann. § 18-4-313(4).)

U.S. FUNDS: All prices and payments must be in U.S. dollars.

VENUE: This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Mont. Code Ann. § 18-1-401.)

WARRANTIES: The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance and/or use desired. Exceptions will be rejected.



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ISSUING AGENCY INFORMATION

Procurement Officer:
Sally Byrd, 406-495-3249

Issue Date:
October 19, 2006

Fish Wildlife and Parks
P O Box 200701
Helena MT 59620

Phone: (406) 495-3249
Fax: (406) 495-3253
TTY Users, Dial 711

Website: <http://www.fwp.mt.gov>

F.O.B. ADDRESS:
BIG SPRINGS TROUT HATCHERY
2035 FISH HATCHERY RD
LEWISTOWN MT 59457

Provide and install a 2,000-gallon fish distribution tank on Fish, Wildlife & Parks (FWP) truck for the Big Spring Trout Hatchery per the following minimum specifications:

I. General Specifications:

- A. 2,000 gallon tank - three equal compartments - opposing double bulkheads.
- B. Model: BIAST-27-3-SB or equal.
- C. Bolster Mount - Straight Barrel - Sloped to Rear.
- D. Rolled aluminum shell with no vertical welds.
- E. Shell material: 5454-H32 or approved equal.
- F. Head/Baffle: 5454-0 aluminum (elliptical) - flanged and dished for strength and durability.
- G. Overturn Rails: aluminum extruded full length each side with dam plates at each end.
- H. Insulation: 4" fiberglass compress to 3", .032" aluminum wrap, .130" insulation heads.

II. Tank Fittings:

- A. Dome Covers: (3) 24" Knappco covers (non-pressure) or approved equal - offset to road side, hinged to open forward, openings to be no more than 9 feet from

ground and no less than 4" above working water level (which is 8-10" from top of tank). 2'x3' fabricated rectangular lids opening toward center is an acceptable alternative.

B. Vents: (3) 2" aluminum pipe, 90-degree ram air vents top slightly curbside located to front of each compartment. (3) 2" aluminum pipe, 180-degree overflow vent top slightly curbside located to rear of each compartment.

C. Valves: (3) Fabricated 8" three stage "plunger style" manual operated internal valves, designed to operate in 3 positions: fully closed, sealed, and locked down, partially open and screened to allow only water transfer, and fully open to allow all contents of compartment to empty. Openings located center rear of each compartment. (In fully open position - holes are flush with floor). Operator: (3) manual operator to extend through top center (one per compartment) and include a cam style locking lever to secure plunger in closed position.

D. Aerator: (3) 5" UTTMA flange opening top slightly curbside for one customer installed aerators in each compartment. (one aerator will be provided for proper fit).

E. Thermometer: Recessed 0-150 mounted in front compartment - roadside, front, or rear.

F. Capacity Indicators: Vertical sight hose at rear center offset slightly to curbside.

III. Discharge Fittings

Piping: 6" aluminum discharge piping teed from each compartment with victaulic couplers and to extend from front compartment to discharge out rear. All compartments to empty into single common rear discharge pipe. Note: all internal joints must be smooth to prevent fish from hanging up on edges and connections. Discharge: 6" aluminum rear discharge with an air operated gate valve, and male adapter and cap. 2" aluminum line and gate valve to be teed from discharge pipe at rear of tank and routed to rear discharge area for regulating water level.

IV. Body Trim

A. Catwalk: 16" expanded aluminum grip strut offset to roadside.

B. Ladder: (2) bolt on aluminum; 1) at rear; 1) at front - non-slip steps. (1) removable portable ladder with center platform (see Attachment "A" conceptual drawing) that attaches to dome opening for temporary operator access on roadside. Platform 4' below dome opening.

C. Fenders: (2) ribbed aluminum full tandem (double radius) fenders with mud flaps.

D. Hose Tube: (1) full length 8" aluminum curbside and terminate with rear hinged door. (1) full length 8" aluminum roadside and terminate with rear hinged door.

E. Toolbox: 24"x24"x36" double door frame mounted roadside.

F. Platforms: Front: 24"x6' wide platform for driver access and compressed oxygen bottle rack on curbside. Rear: 18" platform with driver side access steps.

G. Bucket Bracket: (1) frame mounted roadside.

H. Bumper: 90" wide steel.

V. Electrical System

A. Lights: standard wiring system with led lights: (2) tail light group per side, (2) marker/ clearance lights per side, I.D. cluster mounted on top of rear head license light at rear, (2) back-up lights mounted 1 per side with tail light group.

B. Work light: (2) double swivel: one to be mounted on top front to shine back to catwalk and work area, one to be mounted on top rear to shine down on discharge area and rear platform (switched in cab). (3) water proof work lights, one to be mounted inside each compartment at top to light inside area of tank (switched in cab).

VI. Paint

Steel Parts: painted black acrylic enamel.

VII. Installation

FWP760 will be delivered to successful offeror within a 300 mile radius of Lewistown, Montana. Outside this range offeror will be required to trailer the truck to reduce wear and tear. Existing tank and bed will be removed prior to delivery. Offeror will be required to install tank and accessories to be highway legal.

FWP760: 1FDYW82EXVVA16107 97Ford LNT-8,000

GVW: 43,000; FGAWR: 9,000, RGAWR: 34,000

WB: 204, CA: 138, AF: 75, OAL: 307

VIII. Proposals

Offerors may also provide proposals for two options:

(Option 1) As specified in this document.

(Option 2) As specified in this document with the following changes:

(I.A. 2,000-gallon tank with two equal compartments

(II.A. Dome Covers: (2)

(II.B. (2) Air vents with (2) overflow vents

(II.C. Valves: (2) with (2) operators

(II.D. Aerator: (4) flange openings for two aerators per compartment

Options 1 and Option 2 to be clearly marked as separate bid items.

Offerors required to field verify truck dimensions; call Big Springs Trout Hatchery, Jack Boyce at 406-538-5588 to make arrangements.

Offeror required to provide blueprints and specifications.

Conceptual drawing, see Attachment "Conceptual Drawing".

Offeror required to specify adjustments to bid package necessary to achieve goal of side loading ability with maximum tank capacity of 2,100 gallons (for example: smaller platforms, or 9' 4" clearance from lid to ground). FWP reserves right to accept/reject adjustments.

XV. Warranty

A warranty shall be provided on all units purchased which is current to the industry, but not less than one year in duration from the point in time the units are put into service. The offeror agrees that it will be responsible for all transportation and freight cost during the warranty period. The offeror will be notified in writing by Fish,

Wildlife & Parks (FWP) of the "in-service date," which will not exceed six months from date of delivery.

The offeror agrees that it will respond within 72 hours after receiving via e-mail, fax or phone notification of required warranty work. FWP reserves the right to assess liquidated damages in the amount of \$50.00 per unit, per calendar day, for failure to comply with this provision. If the required warranty work has not been accomplished at the end of thirty calendar days from receipt of the written notice, FWP may declare the units unsatisfactory in operation and return them to the bidder for full reimbursement of the purchase price.

The intent of this provision is to allow FWP specific recourse should the offeror refuse or fails to respond to required warranty work that is serious in nature or that renders the unit inoperable. The provision is not intended to cover occasional minor repair unless such repair becomes reoccurring and is not addressed by the bidder, nor is it intended to cover situations beyond the offeror's control. Any failures that occur beyond the required warranty period, which are reasonably attributed to a manufacturer's defect, will be subject to corrective action on a cost-sharing basis at an agreed percent of sharing.

In emergency situations, FWP may elect to perform warranty work. Damaged parts will be held for the bidder's inspection, together with sufficient documentation to verify all expenses. Unless covered by separate agreement, the offeror agrees to reimburse FWP for all warranty work performed at the rate of twenty-four dollars (\$24) per hour for all labor (including travel time) plus travel expenses and the actual cost of all parts and materials, plus freight.

XVI Cost Proposal

Cost for (ONE) ONLY (Option 1): \$_____

Cost for (ONE) ONLY (Option 2): \$_____

Brand/Model Bid: _____

Delivery Date: _____

Warranty: _____

DESCRIPTIVE LITERATURE

Complete manufacturer's descriptive literature sufficient in detail to establish quality and compliance with all specifications must be submitted with each bid. The State reserves the right to examine products further to determine compliance with the stated specifications.

EQUIVALENT PRODUCTS

Requirements designated in this bid must be satisfied, or a functional equivalent bid submitted, which is acceptable to the State. Offerors who do not meet this criterion may be disqualified from further consideration. A offeror must state if they are unable or unwilling to meet any requirement. Inability or unwillingness to meet any requirement, in part or total, may be cause for disqualification of the entire response. Any exceptions taken by the offeror must be clearly identified on the bid forms.

Please Call 406-495-3249 to request conceptual drawing.